



Participant Agreement, Release and Assumption of Risk (The Agreement) – Impact Niagara Rage Room

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as “Child”, to use the Impact Niagara Rage Room facilities and equipment, (the “Impact Niagara Rage Room”). In consideration for being allowed to use said facilities and equipment, and any other services provided by **IMPACT NIAGARA LLC** or its employees or agents any location within the United States, I represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to **Impact Niagara LLC** and **Impact Niagara Rage Room**. and their respective and collective agents and owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “IN”)

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of Rage Room equipment and breakables and the other equipment used for the Impact Niagara Rage Room and that participating in breaking things and other activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the activities that take place at the Impact Niagara Rage Room are monitored generally by Impact Niagara Rage Room employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, Impact Niagara Rage Room employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I and/or the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Impact Niagara Rage Room employees could cause me or the Child significant bodily injury (as described in this Agreement), and that IN is not responsible for the actions or activities of customers using the Impact Niagara Rage Room or the negligence of its employees in supervising the Impact Niagara Rage Room or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

a) Participants may die or become paralyzed, partially or fully, through their use of the Impact Niagara Rage Room and participation in Impact Niagara Rage Room activities.

b) Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the Impact Niagara Rage Room equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of flying debris (s) or other equipment. As noted in

paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.

c) Participants may be injured, resulting in broken bones and other serious injuries. Throwing Items against the wall, or against the ground (whether planned or unplanned) can create a rebound effect and lead to unpredictable and anticipated or unanticipated bodily harm, any or all of which can lead to serious injury.

d) Observing, standing, sitting or taking photographs at or near any Rage Room or IN can result in similar physical injury (even if the observer is not himself or herself participating at the time).

e) Participation during reduced or altered lighting "Glow" events can affect depth perception and visibility and may cause me and/or my Child to fall, slip, misstep, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I possess, whether known or unknown, which might contribute to or exacerbate any injury I might sustain as a result of using the Impact Niagara Rage Room or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I sustain while using the Impact Niagara Rage Room, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue IN, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my access to and/or use of the Impact Niagara Rage Room, premises and/or its equipment (whether Room or otherwise), my entry into the Impact Niagara Rage Room, the condition, maintenance, inspection, supervision, control or security of the Impact Niagara Rage Room, the failure to warn of dangerous conditions in connection with the Impact Niagara Rage Room, and/or the acts or omissions of IN or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies to all equipment, and all activities and games at the Impact Niagara Rage Room. I understand that this release and waiver applies to and includes all activities that I engage in at the premises, whether inside or outside the Impact Niagara Rage Room. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM

- I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against IN and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will **NOT** have the right to have my claim determined by a jury, and the minor child(ren) above will **NOT** have the right to have claim(s) determined by a jury. Reciprocally, IN and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE IMPACT NIAGARA**

RAGE ROOM PREMISES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) FOR AN ADULT AND WITHIN THE APPLICABLE STATUTE OF LIMITATIONS FOR A MINOR AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE IMPACT NIAGARA RAGE ROOM, NEW YORK, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of the Impact Niagara Rage Room, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize IN and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Impact Niagara Rage Room. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Impact Niagara Rage Room, whether at the current location or any other location.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

a) You acknowledge that there are inherent risks in the participation in any Impact Niagara Rage Room unit, and that such risks all activities and equipment. Patrons of a Rage Room who use the equipment, and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the Rage Room and other equipment, and while engaging in such activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.

b) You have a duty to not participate in any activity on any Rage Room or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.

- c) You have a duty to properly use all safety equipment provided, whether for the Rage Room, or otherwise.
- d) You have a duty to not participate in any activity on any Rage Room, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if you may be pregnant.
- e) You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f) You have a duty to avoid bodily contact with other patrons.
- g) You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in IN activity, whether involving the use of trampolines, or otherwise.
- h) You have a duty to use the Rage Room, and other equipment, within your own limitations, training and acquired skills.
- i) You also agree to follow and obey all posted and stated warnings and patron education signs.
- j) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.

I would like to receive email promotions, discounts, and other advertisements from IN and its partners at the email address provided below. I may unsubscribe at any time.

I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at the Impact Niagara Rage Room, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between IN and me relating to the Child's and my use of the Impact Niagara Rage Room. There are no other agreements, oral, written, or implied, with respect to such matters. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing below, I represent and warrant that I am the parent, legal guardian, or power-of-attorney of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I AM INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY IMPACT NIAGARA RAGE ROOM RELATED ENTITY.

Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older):

Signer First Name:

Signer Last Name:

Signer Birth Date:

Street Address:

City:

Phone Number:

State:

Email:

Zipcode: